

**SUBRECIPIENT AGREEMENT  
AMONG THE CITY OF COSTA MESA,  
THE COSTA MESA HOUSING AUTHORITY AND  
FAMILIES FORWARD, INC.  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-CORONAVIRUS  
(CDBG-CV)**

This SUBRECIPIENT AGREEMENT (“Agreement”) is entered into as of September 8, 2021 (“Effective Date”) by and among the CITY OF COSTA MESA, a California municipal corporation and a grantee under the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Coronavirus (“CDBG-CV”) Program (Catalog of Federal Domestic Assistance Number 14-218; Grant No: B-20-MW-06-0503) (“CITY”), the COSTA MESA HOUSING AUTHORITY, a public body corporate and politic (“AUTHORITY”), and FAMILIES FORWARD, INC., a California nonprofit corporation (“SUBRECIPIENT”). CITY and AUTHORITY are collectively referred to herein as “CITY.”

WHEREAS, the primary objective of the Housing and Community Development Act of 1974, 42 U.S.C. section 5301 et seq., as amended (“Act”) and the CDBG Program is the development of viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities; principally for persons of low and moderate income; and

WHEREAS, pursuant to Title 24, Part 570 of the Code of Federal Regulations (24 C.F.R. 570 et seq.) (“CDBG Regulations”), CITY may engage certain organizations to assist in utilizing CDBG-CV funds pursuant to subrecipient agreements, provided that the activities funded are eligible for funding and meet a national objective; and

WHEREAS, eligible activities are set forth at 24 C.F.R. 570.201-207; and

WHEREAS, each CDBG-CV funded activity must meet one of the following national objectives: (1) benefit low-income and moderate-income persons; (2) prevent or eliminate slums or blight; or (3) meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs; and

WHEREAS, pursuant to the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the “CARES Act”), and notice dated April 2, 2020, the U.S. Department of Housing and Urban Development (“HUD”) has awarded \$1,168,216.00 in Community Development Block Grant - Coronavirus (“CDBG-CV”) funds to the CITY for activities authorized under Title I of the Act and described in the CITY’s 2019 Annual Action Plan Substantial Amendment (the “Action Plan”); and

WHEREAS, CDBG-CV funds must only be used to prevent, prepare for, or respond to the Coronavirus (COVID-19) pandemic; and

WHEREAS, the CITY wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds to carry out a part of the CITY’s Federal award by committing \$55,000.00 of the CITY’s Federal award, pursuant to this Agreement; and

WHEREAS, the CDBG-CV funds made available for use by the SUBRECIPIENT under this Agreement constitute a subaward of the CITY's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the CITY's Federal award; and

WHEREAS, SUBRECIPIENT will use CDBG-CV funds to provide homeless prevention and supportive services to low- and moderate-income households directly impacted by the Coronavirus pandemic; and

WHEREAS, CITY has determined that SUBRECIPIENT's activities are eligible for funding, meet one of the national objectives and will be used to prevent, prepare for, or respond to the Coronavirus pandemic.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

## **A. SUBRECIPIENT OBLIGATIONS.**

### **1. Scope of Services.**

- (a) Activities.** The subgranting of CDBG-CV funds to SUBRECIPIENT shall be used to provide the specific services as described in the CITY's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and SUBRECIPIENT's response to City's RFP ("SUBRECIPIENT'S PROPOSAL"), attached hereto as Exhibit "B," both incorporated herein. Such services are summarized as follows: homeless prevention and supportive services for low- and moderate-income households directly impacted by the COVID-19 pandemic. In accordance with CITY requirements, SUBRECIPIENT shall ensure that at least seventy percent (70%) of SUBRECIPIENT's clients served by the CDBG-CV funded program be in the low-income and moderate-income categories as established by HUD.
- (b) National Objectives.** SUBRECIPIENT certifies that SUBRECIPIENT's activities will meet the national objective of benefitting low-income and moderate-income persons.
- (c) Levels of Accomplishment – Goals and Performance Measures.** SUBRECIPIENT agrees to carry out the activities set forth in this Agreement in accordance with the goals and performance measures set forth in Exhibits A and B.
- (d) Performance Monitoring.** CITY will monitor the performance of SUBRECIPIENT against the goals and performance standards set forth in Exhibits A and B. Substandard performance, as determined by CITY, will constitute noncompliance with this Agreement. If SUBRECIPIENT does not take action to correct such substandard performance within a reasonable period of time after being notified by CITY, CITY may initiate termination or suspension of this Agreement as set forth herein.
- (e) Use of CDBG-CV Funds; Duplication of Benefits.** SUBRECIPIENT acknowledges that CITY is utilizing CDBG-CV funds allocated to City through the CARES Act in whole or in part to fund the services set forth in this Agreement. SUBRECIPIENT understands and agrees that CDBG-CV funds may only be utilized to prevent, prepare for, and respond to the COVID-19 pandemic. SUBRECIPIENT shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined

by the CARES Act and/or HUD's CDBG-CV guidance. SUBRECIPIENT must comply with HUD's requirements for duplication of benefits imposed on the CITY, which are: CDBG-CV funds may not be used to pay costs if another source of financial assistance is available to pay that cost. SUBRECIPIENT further agrees to repay the CITY any assistance determined to be duplicative.

2. **Non-Profit Status.** SUBRECIPIENT represents and warrants that it is a private, not-for-profit corporation, duly organized under the laws of the State of California, and whose officers are recorded in the Articles of Incorporation on file with the State of California.
3. **Term of Agreement.** Subject to the termination provisions set forth herein, the term of this Agreement is from September 8, 2021 through September 7, 2022, except that SUBRECIPIENT shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting, data retention/data reporting, and accounting. The term may be extended for up to one (1) year upon mutual written agreement of the parties.
4. **Amount of Grant and Quarterly Disbursement.** The amount granted to SUBRECIPIENT shall not exceed Fifty-Five Thousand Dollars (\$55,000.00) ("CDBG-CV FUNDS"). SUBRECIPIENT understands and agrees that all funds must be expended by June 30, 2023. CITY will disburse CDBG-CV FUNDS to SUBRECIPIENT on a quarterly basis subject to and upon receipt and approval of a complete quarterly activity report from SUBRECIPIENT.
  - (a) **Quarterly Reports.** SUBRECIPIENT shall cause to be prepared and submitted to CITY on or before each October 15, January 15, April 15, and July 15 of each year of this Agreement a quarterly activity report in conformity with applicable CDBG Regulations ("Quarterly Activity Report").
  - (b) **Invoice Submittal.** Concurrently with the submittal of each quarterly report as described in subsection 4(a) above, SUBRECIPIENT shall submit both (i) an original invoice and (ii) true copies of other receipts, agreements, or other documentation supporting and evidencing how the CDBG-CV FUNDS have been expended during the applicable quarter. Drawdowns for the payment of eligible expenses will be made against the budget categories set forth in the Cost Proposal, attached hereto as Exhibit "C" and incorporated herein.

For example and by way of illustration, if SUBRECIPIENT intends to expend the applicable quarterly disbursement on staff salary, then true copies of the time card(s) or other satisfactory evidence of employment of the subject staff member with the SUBRECIPIENT shall be submitted as a part of the quarterly report.
5. **Administrative Rules.** SUBRECIPIENT agrees to conduct all activities of the organization, whether funded in whole or in part by CDBG-CV FUNDS from CITY, in accordance with the provisions contained in 2 C.F.R. Part 200.
6. **Conflicts.** SUBRECIPIENT agrees that no officer, employee, agent or assignee of CITY having direct or indirect control of any CDBG or CDBG-CV monies granted to the CITY, inclusive of the subject CDBG FUNDS, shall serve as an officer of SUBRECIPIENT. Further, any conflict or potential conflict of interest of any officer of SUBRECIPIENT shall be fully disclosed in writing prior to the execution of this Agreement; or, in the event a conflict or

potential conflict of interest arises after execution of this Agreement, SUBRECIPIENT shall fully disclose the conflict or potential conflict within fifteen (15) days of becoming aware of same, and said writing shall be attached and deemed fully incorporated as a part hereof.

**7. Use of CDBG FUNDS.**

**(a) Income Prohibited.** SUBRECIPIENT agrees that it shall not use CDBG-CV FUNDS in any manner that provides income to SUBRECIPIENT. Any earned interest income on funds generated through the use of investment of funds received from CDBG-CV FUNDS shall be cause, at the discretion of the CITY, for recapture of such income and/or the full amount of funds originally granted to SUBRECIPIENT.

**(b) Program Income.** The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 C.F.R. 570.504. SUBRECIPIENT may use such income during the term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. SUBRECIPIENT shall report quarterly all program income (as defined in 24 C.F.R. 570.500(a)) generated by activities carried out with CDBG-CV FUNDS made available under this Agreement.

**(c) Unexpended Program Income.** All unexpended program income shall be returned to the CITY at the end of the term as required by 24 C.F.R. 570.503(b)(7). Any interest earned on cash advances from the United States Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

**8. Records and Reports.** The SUBRECIPIENT shall maintain all records required by the CDBG Regulations specified in 24 C.F.R. 570.206 that are pertinent to the activities to be funded under this Agreement and such records as may be required by CITY. Such records shall include but not be limited to the following:

**(a)** Records providing a full description of each activity undertaken.

**(b)** Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program.

**(c)** Records required to determine the eligibility of activities.

**(d)** Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV FUNDS.

**(e)** Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program.

**(f)** Financial records as required by 24 C.F.R. 570.502. Such records shall contain documentation of expenses as identified in the Cost Proposal set forth in Exhibit C, including evidence of incurring the expense, invoice(s) for goods or services, all other invoices for which CDBG-CV FUNDS were expended, and payment therefore.

**(g)** Records necessary to document compliance with Subpart K or 24 C.F.R. Part 570.

- (h) Records demonstrating client eligibility for the services provided. Such records shall include data including but not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. If self-certification is used to verify CDBG-CV eligibility, actual client eligibility documentation must be collected and analyzed for CDBG-CV eligibility for a minimum of ten percent (10%) of total clients served each quarter. Such information shall be made available to CITY or its designees for review upon request.
- (i) Records specifying how the Coronavirus impacted persons assisted and that no other financial resource is available to provide assistance.
- (j) Any such other related records as CITY may reasonably require or as required to be maintained pursuant to the CDBG-CV Regulations.

SUBRECIPIENT shall, upon request of CITY, prepare such reports as may be required for CITY and/or SUBRECIPIENT to comply with the CDBG and CDBG-CV Regulations.

- 9. **Client Data and Other Sensitive Information.** SUBRECIPIENT must comply with 2 C.F.R. 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information HUD or CITY designates as sensitive or SUBRECIPIENT considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- 10. **Retention of Records.** All accounting records, reports, supporting documents pertaining to all costs, expenses and the CDBG-CV FUNDS received by SUBRECIPIENT and all documents related to this Agreement shall be maintained and kept available at SUBRECIPIENT's office or place of business for the duration of the Agreement and thereafter for five (5) years after CITY submits its annual performance and evaluation report to HUD to report the activities assisted under the Agreement for the final time in conformity with the CDBG and CDBG-CV Regulations. Notwithstanding the foregoing, records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such claims, litigation, appeals, or exceptions.
- 11. **Audit Requirements.** If SUBRECIPIENT is granted Seven Hundred Fifty-Thousand Dollars (\$750,000.00) or more in federal funds under this Agreement, SUBRECIPIENT shall comply with and/or cause compliance with all audit requirements established by 2 C.F.R. 200.501 et seq.
- 12. **Uniform Administrative Requirements.** SUBRECIPIENT shall comply with applicable uniform administrative requirements as described in 24 C.F.R. 570.502.
- 13. **Separation of Accounts.** All CDBG-CV FUNDS received by SUBRECIPIENT from CITY pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with recordkeeping of such accounts maintained pursuant to applicable requirements set forth in 2 C.F.R. 200 et seq. SUBRECIPIENT is not required to

maintain separate depository accounts for CDBG-CV FUNDS; provided, however, that SUBRECIPIENT must be able to account for receipt, obligation and expenditure of CDBG-CV FUNDS pursuant to applicable requirements of 2 C.F.R. 200.302 et seq. and any other applicable law.

**14. Compliance with Applicable Laws.** SUBRECIPIENT shall comply with all applicable federal, state and local laws, ordinances, regulations, and permits, including but not limited to all CDBG and CDBG-CV Regulations relating to financial and contractual procedures, and 2 C.F.R. 200 et seq. and as set forth in 24 C.F.R. 570.502(b), which are on file in the City of Costa Mesa, 77 Fair Drive, Costa Mesa, California 92626, and are fully incorporated herein by reference. If applicable, SUBRECIPIENT shall further comply with the requirements of Part 570 of Title 24 of the Code of Federal Regulations, including subpart K of Part 570, except that SUBRECIPIENT does not assume CITY's environmental responsibilities described in 24 C.F.R. 570.604 or CITY's responsibility for initiating the review process under 24 C.F.R. Part 52.

(a) SUBRECIPIENT shall maintain all presently required permits and shall secure any new permits required by authorities herein with jurisdiction over the work, project, or services provided by SUBRECIPIENT with the CDBG-CV FUNDS.

(b) SUBRECIPIENT shall ensure that the requirements of the National Environmental Policy Act and California Environmental Quality Act are met for any permits, discretionary approvals, or other entitlement required to carry out the terms of this Agreement.

**15. Non-Discrimination; Civil Rights Compliance.**

(a) **Compliance.** SUBRECIPIENT shall comply with the Unruh Civil Rights Act, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) **No Discrimination in Any Program or Activity.** In the performance of this Agreement, SUBRECIPIENT shall not under any program or activity funded in whole or in part with CDBG-CV FUNDS on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation:

(i) Subject an individual to unlawful discrimination.

(ii) Deny any facilities, services, financial aid or other benefits provided under the program or activity.

(iii) Provide any facilities, services, financial aid or other benefits that are different or are provided in a different form from that provided to others under the program or activity.

(iv) Segregate or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

- (v) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
  - (vi) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition that the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
  - (vii) Deny an opportunity to participate in a program or activity as an employee.
- (c) **Non-Discrimination in Administration of Services.** SUBRECIPIENT may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, religion, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, religion, or sex.
- (d) **Non-Discrimination in Site Selection.** SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with CDBG-CV FUNDS, may not make selections of such site or location which will have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, religion, or sex, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.
- (e) **Overcoming Effects of Prior Discrimination.** If SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, religion, or sex, SUBRECIPIENT must take affirmative action to overcome the effects of prior discrimination, as and pursuant to applicable requirements of the CDBG Regulations and other applicable federal laws and regulations.
- (i) Even in the absence of prior discrimination, SUBRECIPIENT should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular race, color, national origin, religion or sex. Where previous discriminatory practice or usage tends, on the grounds of race, color, national origin, religion, or sex, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which CDBG funding applies, SUBRECIPIENT shall take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage, and to accomplish the purpose of the Civil Rights Act of 1964.
  - (ii) SUBRECIPIENT shall not be prohibited by this part from taking any eligible action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction where the purpose of such action is to overcome prior discriminatory practice or usage.
- (f) **Exceptions.** Notwithstanding the foregoing non-discrimination provisions, nothing contained herein shall be construed to prohibit SUBRECIPIENT from maintaining or

constructing separate living facilities or restroom facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when only a member of the same sex can properly perform institutional or custodial services for the recipients of the services.

**(g) Non-Discrimination in Employment.** SUBRECIPIENT shall comply with 24 C.F.R. 570.607, including the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders set forth therein.

**(i)** SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that SUBRECIPIENT is an equal opportunity employer.

**(ii)** SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by CITY's contracting officers advising the labor union or workers' representative of SUBRECIPIENT commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

**(h)** SUBRECIPIENT shall include the provisions of this Section 15 (Non-Discrimination; Civil Rights Compliance) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor.

**16. Ineligibility of SUBRECIPIENT or Contractors.** SUBRECIPIENT shall not use CDBG-CV FUNDS directly or indirectly in its operations or to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the SUBRECIPIENT or such contractor under the provisions of the CDBG Regulations.

**17. Conflict of Interest in Procurement.** SUBRECIPIENT shall comply with all applicable conflict of interest provisions set forth in 2 C.F.R. Part 200 and 24 C.F.R. 570.611 in the procurement of supplies, equipment, construction, and services by SUBRECIPIENT.

**18. Condition for Religious Organization.** SUBRECIPIENT shall comply with all applicable conditions prescribed by HUD for the use of CDBG FUNDS by religious organizations if SUBRECIPIENT is a religious organization.

**19. Termination of Agreement.**

**(a) Termination without Cause.** In accordance with 2 C.F.R. 200.339, this Agreement may be terminated for convenience by CITY or SUBRECIPIENT, in whole or in part, by providing thirty (30) days written notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, CITY may terminate the award in its entirety.



**(b) Termination for Cause.** In accordance with 2 C.F.R. 200.338, CITY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

**(i)** Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.

**(ii)** Failure, for any reason, of SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement.

**(iii)** Ineffective or improper use of funds provided under this Agreement.

**(iv)** Submission by SUBRECIPIENT to CITY reports that are incorrect or incomplete in any material respect.

**(c) Repayment of Funds by SUBRECIPIENT.** In the event this Agreement is terminated, as provided in this section, SUBRECIPIENT shall immediately return to CITY any and all unexpended and unencumbered CDBG FUNDS. Further, SUBRECIPIENT shall comply with the provisions of the section of this Agreement relating to Reversion of Assets.

**(d) Additional Payment after Notice of Termination at Discretion of CITY.**

In the event of early termination of the Agreement by either party without cause, at CITY's sole discretion, SUBRECIPIENT may be compensated for all services rendered through the date of notice of termination and necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously eligible for reimbursement, to the extent that CDBG-CV funds are available from HUD.

In the event of early termination of the Agreement by CITY for cause (except when due to the non-performance or breach by SUBRECIPIENT), at CITY's sole discretion, SUBRECIPIENT may be compensated for all services rendered through the date of termination and necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously eligible for reimbursement, to the extent that CDBG-CV funds are available from HUD.

**20. Defaults; Remedies.** If either party materially fails to comply with any term of this Agreement, said noncompliance shall be considered a breach or default hereunder and a basis for termination for cause as provided herein.

**(a) Enforcement by CITY Due to Default by SUBRECIPIENT.** In the event of default by SUBRECIPIENT, in addition to any other remedies available at law or in equity, CITY may take one or more of the actions provided under CDBG Regulations, including, but not limited to, 2 C.F.R. 200.338 relating to enforcement for breach of this Agreement.

**(i)** The remedies available to the CITY under 2 C.F.R. 200.338 include, without limitation, temporarily withholding cash payments, disallowing non-compliant costs, wholly or partly suspending or terminating the award, and withholding future awards.

(ii) If the CITY finds that SUBRECIPIENT has violated a term or condition of this Agreement, CITY, in its sole discretion, may require the SUBRECIPIENT to:

(1) Repay all monies received from the CITY under this Agreement; and/or

(2) Transfer possession of all materials and equipment purchased with grant money to the CITY.

(b) **Recapture.** SUBRECIPIENT shall have the affirmative obligation to repay, and CITY shall have the affirmative right (but not the obligation) to recapture from SUBRECIPIENT, all (or any portion of) CDBG-CV FUNDS disbursed to SUBRECIPIENT hereunder in the event of SUBRECIPIENT's default hereunder or in the event SUBRECIPIENT refuses to accept or fails to comply with any conditions which may subsequently be imposed by HUD for the operation of the CDBG or CDBG-CV Program.

## **21. Reversion of Assets.**

(a) **Unencumbered or Unexpended Funds.** Upon the termination or expiration of the term of this Agreement, SUBRECIPIENT shall transfer to CITY any unexpended and unencumbered CDBG-CV FUNDS on hand at the time of such termination or expiration and any accounts receivable attributable to the use of subject funds.

(b) **Real or Personal Property Assets.** Any real property or moveable or immovable personal property under SUBRECIPIENT's control or ownership that is acquired or improved in whole or in part with CDBG-CV FUNDS disbursed under this Agreement, the original cost of which exceeds five thousand dollars (\$5,000.00), shall either be, at the election of CITY: (1) used by SUBRECIPIENT for the eligible program services meeting the purposes of the CDBG-CV Program for a period of five (5) years after termination or expiration of this Agreement; or (2) disposed of and proceeds paid to CITY in a manner that results in CITY being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to SUBRECIPIENT's out of pocket expenditures using non-CDBG-CV Program funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fees incurred in listing and completion of sale of such asset.

(i) In furtherance of the foregoing, if CITY selects continued use of the capital asset, then SUBRECIPIENT hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by CITY against SUBRECIPIENT and its successors in interest.

(ii) In the event CITY selects disposition of the subject real or personal property, then SUBRECIPIENT shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to CITY upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of

sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

- 22. Independent Contractor.** SUBRECIPIENT is and shall be acting at all times as an independent contractor and not as an employee or agent of CITY. Neither CITY nor any of its employees shall have any control over the conduct of SUBRECIPIENT, its agents or employees, except as set forth in this Agreement.
- 23. Licensing.** SUBRECIPIENT shall obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing its operations. SUBRECIPIENT shall ensure that its staff shall also obtain and maintain all required licenses, registrations, accreditations, and inspections from all agencies governing SUBRECIPIENT's operations and work hereunder.
- 24. Inspection of Records.** CITY and the United States government and/or their representatives shall have access, for purposes of monitoring, auditing, and examining SUBRECIPIENT's activities and performance, to books, records, reports, documents, and papers, and the right to examine comparable records of SUBRECIPIENT's subcontractors, bookkeepers and accountants, employees and participants in regard to said program.

  - (a) Monitoring.** CITY and the United States government and/or their representatives may schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information.
  - (b) Failure to Provide Records.** In the event SUBRECIPIENT does not make the above-referenced records available within the City of Costa Mesa, California, SUBRECIPIENT shall pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.
- 25. Assignability.** SUBRECIPIENT shall not assign or transfer any interest in this Agreement, whether by assignment, delegation or novation, without the prior written consent of CITY, except that claims for money due or to become due to SUBRECIPIENT from CITY under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, without such approval. Any assignment delegation or novation other than as provided above shall be void and inoperative. Written notice of any request for an assignment or transfer shall be promptly furnished to CITY and CITY shall exercise reasonable diligence in reviewing and approving or disapproving such request.
- 26. Prohibition on Expending CDBG-CV FUNDS to Obtain Other Funding.** SUBRECIPIENT shall not expend CDBG-CV FUNDS granted hereunder to fund another service provider, to pay a contractor for services outside the scope of this Agreement, to apply for other public agencies' program funds, or to supplant another funding source, unless expressly approved in writing by CITY.
- 27. Indemnification.** SUBRECIPIENT shall indemnify, defend, and hold free and harmless CITY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, suits or other legal proceedings brought against CITY, its

elected officials, officers, employees, agents and volunteers, arising out of or relating to the performance of this Agreement by SUBRECIPIENT, its officers, employees, agents, volunteers and/or subcontractors.

SUBRECIPIENT shall further indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions or proceedings arising from or relating to any failure of SUBRECIPIENT to comply with any applicable laws or regulations.

## **28. Insurance.**

- (a) SUBRECIPIENT shall furnish to CITY insurance certificates from its workers' compensation insurance carrier certifying that it carries such insurance and that the policy shall not be canceled nor the coverage reduced except upon thirty (30) days' prior written notice to CITY at the address specified in this Agreement.
- (b) SUBRECIPIENT shall obtain, at its sole cost, a comprehensive general liability insurance policy or policies insuring against liability for any and all claims and suits for damage or injuries to persons or property resulting from or arising out of operations of SUBRECIPIENT, its officers, agents, employees, or volunteers. Said policy or policies of insurance shall provide coverage for both bodily injury and property damages in not less than the following minimum amounts: One Million Dollars (\$1,000,000.00) combined single limits, or its equivalent. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additional insured shall be effective until thirty (30) days' notice thereof has been given in writing to CITY at the address specified in this Agreement. SUBRECIPIENT shall file with CITY prior to exercising any right or performing any obligation pursuant to this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance, or certificate of such insurance, satisfactory to the City Attorney, expressly naming the City of Costa Mesa and the Costa Mesa Housing Authority as additional insured.
- (c) SUBRECIPIENT shall obtain, at its sole cost, business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence for bodily injury and property damage. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additional insured shall be effective until thirty (30) days' notice thereof has been given in writing to CITY at the address specified in this Agreement. SUBRECIPIENT shall file with CITY prior to exercising any right or performing any obligation pursuant to this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance, or certificate of such insurance, satisfactory to the City Attorney, expressly naming the City of Costa Mesa and the Costa Mesa Housing Authority as additional insured.
- (d) SUBRECIPIENT shall give CITY prompt and timely notice of any claim made or suit instituted. SUBRECIPIENT shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection in the prosecution of the work.

## **B. CITY OBLIGATIONS.**

- 1. Payment of Funds.** CITY shall disburse to SUBRECIPIENT from CDBG-CV FUNDS, if and to the extent received from HUD, amounts expended by SUBRECIPIENT in carrying out said program pursuant to this Agreement in quarterly installments determined by CITY. Payment shall be made to SUBRECIPIENT based on the submission of quarterly invoices, in a form prescribed by CITY, detailing such expenses. Invoices must include documentation of expenses by receipts, time records, invoices, canceled checks, or other appropriate documentation that fully and completely discloses the amount(s) and nature(s) of the expenditures. CITY shall pay such invoices within forty-five (45) days after receipt thereof, provided CITY is satisfied that such expenses have been incurred and documented within the scope and provisions of this Agreement and in conformity with the CDBG Regulations and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.
- 2. Sole Source of Funding is CDBG-CV Program Funds.** SUBRECIPIENT expressly acknowledges and agrees that the sole source of funding available to CITY to meet its funding obligation to SUBRECIPIENT under this Agreement is from CDBG-CV Program funds allocated to and paid to CITY by HUD and that no other source of revenues or funding is made available, offered, or construed to be provided hereunder by CITY to SUBRECIPIENT. To the extent CITY is not allocated and/or does not receive the CDBG-CV funds necessary to pay SUBRECIPIENT pursuant to the terms of this Agreement, then SUBRECIPIENT acknowledges and agrees there is no other funding source available or committed to meet CITY's funding described hereunder and no payment obligation of the CITY shall exist or be construed to exist.
- 3. Audit of Account.** CITY will include an audit of the records and accounts maintained by SUBRECIPIENT pursuant to this Agreement in CITY's annual audit of all CDBG and CDBG-CV funds pursuant to CDBG Regulations, Title 24 of the Code of Federal Regulations, and other applicable federal laws and regulations.

In response to audit deficiencies or other findings of noncompliance with this Agreement, CITY may impose additional conditions on the use of the CDBG-CV funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

## **C. MISCELLANEOUS PROVISIONS.**

- 1. Drug-Free Work Place Policy.** SUBRECIPIENT, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the work place, the penalties that may be imposed upon employees for drug abuse violations occurring in the work place, and the employee assistance programs available to employees. Each employee engaged in the performance of a SUBRECIPIENT contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. SUBRECIPIENT shall conform to all the requirements of CITY's Council Policy No. 100-5, attached hereto as Exhibit "D." Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of this Agreement by CITY.
- 2. Lead Based Paint Notices and Recordkeeping.** The following documents are attached hereto and incorporated herein by this reference: Exhibit E (Protect Your Family From Lead in Your Home) (EPA-747 K 12 001), Exhibit F (Sample Disclosure Format for Disclosure of

Information on Lead Based Paint and/or Lead Based Paint Hazards for Residential Leases and Target Housing Sales); Exhibit G (Contents of Abatement and Clearance Reports); Exhibit H (Form for Tracking Dwelling Units and Households); and Exhibit I (LBP Information Summary). These attachments are intended as a guide to aid SUBRECIPIENT's compliance with applicable lead based paint notice and recordkeeping requirements as set forth in 24 CFR Part 570 et seq., as may be amended from time to time, and are not intended

3. **Notices.** All notices to the parties required by this Agreement shall be in writing and shall be sent by certified mail, addressed as follows:

TO CITY:                               City of Costa Mesa/Costa Mesa Housing Authority  
Office of the City Manager/Executive Director  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Susan Price, Assistant City Manager

TO SUBRECIPIENT:               Families Forward, Inc.  
8 Thomas  
Irvine, CA 92618  
Attn: Madelynn Hirneise

4. **No Disposition of Assets Acquired with CDBG-CV FUNDS.** SUBRECIPIENT shall not dispose of any real or personal property acquired in full or in part with CDBG-CV FUNDS through sale, use or relocation without the express and prior written permission of the CITY.
5. **Disbursement Pursuant to Agreement.** SUBRECIPIENT acknowledges that the CITY shall disburse funds to SUBRECIPIENT only upon execution of this Agreement and CITY is empowered to provide funds to SUBRECIPIENT only pursuant to the provisions of this Agreement.
6. **No Use of CDBG-CV FUNDS for Lobbying.** SUBRECIPIENT shall not expend any CDBG-CV FUNDS for the purpose of influencing or attempting to influence any officer or employee of any agency, a member of Congress, any officer or employee of Congress or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative federal agreement, and/or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

SUBRECIPIENT shall complete and submit Standard Form LLL (Disclosure of Lobbying Activities) if it expends any funds other than grant funds for the purpose of influencing or attempting to influence the persons listed in the above paragraph.

7. **Constitutional Use of Funds.** As an express condition to this Agreement, SUBRECIPIENT agrees that the funds provided by CITY to SUBRECIPIENT hereunder shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the foregoing covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of CITY funds by SUBRECIPIENT with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First

Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of SUBRECIPIENT.

8. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.
9. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
11. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties and supersedes all other prior negotiations, understandings or agreements. This Agreement may be modified only upon mutual written agreement of the parties. Notwithstanding the foregoing, SUBRECIPIENT shall agree to any amendment necessary to conform with federal, state or local governmental regulations, guidelines or policies.

[Signatures appear on following page.]

IN WITNESS WHEREOF, CITY and SUBRECIPIENT have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**CITY OF COSTA MESA**

*Lori Ann Farrell Harrison*  
Lori Ann Farrell Harrison  
City Manager

**COSTA MESA HOUSING AUTHORITY**

*Lori Ann Farrell Harrison*  
Lori Ann Farrell Harrison  
Executive Director

**SUBRECIPIENT**

FAMILIES FORWARD, INC.  
Federal Tax ID Number: 33-0086043  
DUNS Number: 61-009-3825

*Madelynn Hirneise*  
Signature

Date: 9/30/21

Madelynn Hirneise, CEO  
Name Title

*Ryan D. Warner-McGraw*  
Signature

Date: 9-30-21

*Ryan D. Warner-McGraw, Secretary*  
Name and Title

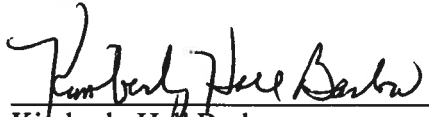
**ATTEST:**

*Brenda Green 10/21/2021*  
Brenda Green  
City Clerk/Housing Authority Secretary





**APPROVED AS TO FORM:**



\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney/Housing Authority General Counsel

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Susan Price  
Assistant City Manager

**APPROVED AS TO PURCHASING:**



\_\_\_\_\_  
Carol Molina  
Finance Director

**APPROVED AS TO INSURANCE:**



\_\_\_\_\_  
Ruth Wang  
Risk Management

**EXHIBIT A**  
**REQUEST FOR PROPOSAL**



**REQUEST FOR PROPOSAL**

**FOR**

**Community Services Programs**

**CDBG-CV**

**RFP No. 21-13**



**OFFICE OF THE CITY MANAGER**

**CITY OF COSTA MESA**

**Released on June 23<sup>rd</sup>, 2021**

**REQUEST FOR PROPOSAL  
FOR  
Community Services Programs - CDBG-CV**

To assist in responding to the impacts of the COVID-19 Pandemic, the U.S. Department of Housing and Urban Development (HUD) has allocated a special grant Community Development Block Grant – Coronavirus (CDBG-CV) to the City of Costa Mesa through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). The City of Costa Mesa plans to allocate CDBG-CV funds for community-based services that response to the direct impacts of the COVID-19 Pandemic.

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified nonprofit agencies who have a demonstrated success in serving low- and moderate-income households that are directly impacted by the COVID-19 Pandemic. Proposals must be for a minimum of one-year program from organizations who can provide any or all of the services listed below, within targeted budget of **\$162,382**. All funds must be expended by June 30, 2023.

The City has previously allocated CDBG-CV funds to provide rental assistance to lower-income households that have experienced a direct financial impact due to the COVID-19 Pandemic, and to support outreach and engagement services for individuals experiencing homelessness and that are impacted by the coronavirus. The City has previously released a RFP to solicit proposals for food assistance programs (e.g., food banks); however, no proposals for this service were received. This remains an eligible activity and Council priority. The City now seeks services under this RFP that will support, complement, enhance, or fill a gap in services currently offered to lower-income Costa Mesa residents that are impacted by the COVID-19 Pandemic.

**Eligible Population**

To be eligible for consideration under this RFP, all applicants must detail how funds will support eligible activities, with at least 70 percent of the program’s beneficiaries being low- and moderate-income as defined by HUD, and that have a documented COVID-related impact.

**HUD 2021 Low & Moderate-Income Limits**

<b>Household Size</b>	<b>Household Income at 80% of OC Median Income</b>
1-Person	\$75,300
2-Person	\$86,050
3-Person	\$96,800
4-Person	\$107,550
5-Person	\$116,200
6-Person	\$124,800
7-Person	\$133,400
8-Person	\$142,000

The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Subrecipient Agreement, **Appendix B** terms and conditions. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Subrecipient

Agreement and any solicitation appendix/exhibits. The City reserves the right to award one or more contracts for this service.

Proposers will be subject to oversight, reporting, and requirements for all CDBG-CV programs and services provided, and must have adequate procedures to prevent the duplication of benefits. A duplication of benefits occurs when an individual or entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. The Contractor will be responsible to repay any amount that may be determined to be duplicative by the City, HUD, or auditor as may be determined in a program monitoring or audit.

## **I. GENERAL INFORMATION**

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$154 million and a total budget of over \$197 million for fiscal year 2021-2022.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 113,003 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on Planetbids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City’s Purchasing Department. It is the responsibility of each Proposer to periodically check the City’s

website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**2. Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

<b>Release of RFP</b>	<b>June 23, 2021</b>
<b>Pre-Proposal Conference</b>	<b>N/A</b>
<b>Deadline for Written Questions</b>	<b>June 28, 2021 at 4:00 p.m.</b>
<b>Responses to Questions Posted</b>	<b>July 1, 2021</b>
<b>Proposals are Due</b>	<b>July 15, 2021 at 10:00 a.m.</b>
<b>Approval of Contract</b>	<b>August 3, 2021</b>

**\*\*All dates are subject to change at the discretion of the City.**

**Pre-Proposal Conference:** No Pre-Proposal conference will be held.

**3. Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A–Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a) Proposers must have at least five years of experience administering program(s) with low- and moderate-income households.
- b) Proposers must demonstrate 501(c)(3) determination from the IRS at the time of application.
- c) Proposers must have services and/or an office located within a 30-mile radius of the City of Costa Mesa.

**II. GENERAL INSTRUCTIONS AND PROVISIONS**

**1. Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements (**APPENDIX A** Scope of Work requirements), and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. **THE FOLLOWING PROPOSAL SECTIONS ARE TO BE INCLUDED IN THE PROPOSER'S RESPONSE:**

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill services. The section should include:
  1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the low- and moderate-income requirements.
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
  4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete specified tasks.
  5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
  6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
  1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
  2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the service performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services, like those identified as eligible activities, within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
  - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
  - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.



- Cover letter stating the total lump sum fee.
- A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project asks, number of hours assigned for specific personnel and their basic hourly rates.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Subrecipient Agreement:** The firm selected by the City will be required to execute a Subrecipient Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
  1. Vendor Application Form
  2. Company Profile & References
  3. Ex Parte Communications Certificate
  4. Disclosure of Government Positions
  5. Disqualifications Questionnaire
  6. Bidder/Applicant/Contractor Campaign Contribution
  7. Cost Proposal

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate file**.
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** *Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00*

***a.m. (P.S.T) on July 15, 2021. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.***

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than June 28, 2021 at 4:00 p.m. The City reserves the right not to answer all questions.
  - The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa-Official City Web Site-Business-Bids & RFP's.](#) Proposers should check this web page daily for new information.
  - From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.
  
- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
  
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**3. Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

**1. Method of Approach ----- 30%**

**2. Qualifications of Experience of Key Personnel ----- 30%**

**3. Qualifications of the Firm -----40%**

**4. Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
  
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
  
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview – to be determined.

During the evaluation process, the City may also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing

Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

**A. Procedure** – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

- 6. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

- 7. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:
- Preparing Proposal in response to this RFP;

- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

**8. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

**9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, providers and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

**10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the

performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

**11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

**12. Conditions to Agreement:** The selected Proposer will execute a Subrecipient Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

**13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

**14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#). Proposers should check this web page daily for new information

**APPENDIX A**  
**SCOPE OF WORK**

## **INTRODUCTION**

The City of Costa Mesa, a medium urban city with a residential population of 113,003 people and an estimated 193 residents experiencing homelessness on any given night in 2019. Diversifying, stabilizing, and increasing housing to reflect community needs is a priority for the City Council. In February 2021, the City Council adopted a new Strategic Plan to achieve this and four other priorities over the next three years:

1. Achieve Long-Term Fiscal Sustainability
2. Strengthen Public Safety and Keep the Community Safe
3. Maintain and Enhance these City's Infrastructure, Facilities, Equipment, and Technology
4. Diversify, Stabilize and Increase Housing to Reflect Community Needs

The City of Costa Mesa seeks services under this RFP that will support, complement, enhance, or fill a gap in services currently offered to lower-income Costa Mesa residents that are impacted by the COVID-19 Pandemic. HUD has identified various activities that could be eligible for CDBG-CV funding.

## **ELIGIBLE ACTIVITIES**

In general, applicants can propose use CDBG-CV funds for the same wide range of activities that are eligible under the annual CDBG program. Applicants should keep in mind that the CARES Act requires that all activities assisted with CDBG-CV funds must be used to prevent, prepare for, and respond to coronavirus, and sub-grantees must have adequate policies and procedures in place to prevent duplication of benefits.

This broad list of activities is provided, by HUD, below:

<b>Public Services (including emergency subsistence payments)</b>
Job training in communities affected by coronavirus-related job loss since January 2020 to revitalize affected labor force and business sectors or to help workers re-train for expanding sectors.
Increase the capacity and availability of daycare or after-school services serving low/mod parents that have dropped out of the workforce since January 2020 to enable workers to rejoin the workforce.
Provide equipment, supplies, or materials necessary to carry-out a public service related to the effects of the pandemic, or to enable resilience to the effects of coronavirus in future, such as food banks, youth services, health care, WIFI, or senior services.
Provide testing, diagnosis, vaccination, or other health services to low/mod persons at a mobile location.
Provide emergency subsistence payments (e.g., rent, mortgage, or utilities) on behalf of families to prevent eviction resulting from economic disruption since January 2020.



**Provision of New or Quantifiably Increased Public Services**

*Following enactment of the CARES Act<sup>1</sup>, the public services cap<sup>2</sup> has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts.*

Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.

Provide testing, diagnosis or other services at a fixed or mobile location.

Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.

Provide equipment, supplies, and materials necessary to carry-out a public service.

Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

**NATIONAL OBJECTIVE (REQUIREMENT)**

The CARES Act did not suspend the requirement to meet a national objective. Applicants must ensure that every activity carried out with CDBG-CV funds will do so. Every CDBG-CV funded activity must meet the standards for one of the following three CDBG National Objectives.

1. An activity that benefits low- and moderate-income (LMI) persons.
2. An activity designed to meet community development needs having a particular urgency. The activity must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, and the recipient must demonstrate inability to finance the activity on its own and that other sources of funding are not available.
3. An activity that aids in the prevention or elimination of slums or blight.

The proposed activity must achieve one of these national objectives before you can proceed with a final decision to use CDBG-CV funds. You also need to ensure that your CDBG-CV grant meets the overall benefit requirement, meaning no less than 70 percent of the combined CDBG-CV expenditures from all three stages of funding must be used for activities that benefit LMI persons (see [Demonstrating Area Benefit methodology for CDBG](#) that should be similarly utilized for the 70 percent requirement under CDBG-CV).

---

<sup>1</sup> On March 27, 2020, President Trump approved the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act). The CARES Act makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

<sup>2</sup> Section 105(a)(8) of the HCD Act caps public service activities at 15 percent of most CDBG grants. Some grantees have a different percentage cap.

**Documentation of Eligibility:** Applicant information or registration forms (Exhibit A) which includes name, address, income, source of income, household type, ethnicity, racial background, and signature of participant and all adult household members. In addition, Agencies will be required to show adequate low-income backup data, including collecting a 10% sampling of income documentation of the CDBG-CV3 program(s) operated by the Agency.

Since CDBG-CV funded activities must also prevent, prepare for, and respond to the COVID-19 pandemic, some activities may qualify under the Urgent Need objective, even though it is rarely used in the regular CDBG program. Before applicants undertake any Urgent Need national objective analysis, review the extensive discussion and guidance on recordkeeping methods to meet the Urgent Need national objective in the [CDBG-CV Notice](#) (see page 51465).

Though CDBG-CV funds may be used for activities that achieve any of the three national objectives, the elimination of slums and blight does not often apply. Under this national objective, CDBG-CV records must document the activity alleviates blighting conditions, and it may be difficult to relate activities that primarily meet this national objective to the prevention, preparation for, and response to coronavirus. Additional guidance and resources related to common CDBG-CV eligible activities can be found [here](#).

**EXHIBIT B**  
**SUBRECIPIENT'S PROPOSAL**

# FAMILIES FORWARD

DIGNITY • EMPOWERMENT • HOPE

July 28, 2021

Mayor John Stephens  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92628

Dear Mayor Stephens,

On behalf of the Board of Directors of Families Forward, I am pleased to submit the attached proposal requesting a CDBG-CV grant contribution of \$55,000 for homeless prevention and supportive services. Funds requested will assist 15 low-income Costa Mesa families who may be unable to pay their rent and utilities, or be at risk of eviction, avoid homelessness and build a plan to regain economic independence. As the economy reopens and pandemic restrictions are lifted, including California's eviction moratorium set to sunset in September 2021, the need for homeless prevention and supportive services is projected to rise.

## **Serving Working Families at Risk of Homelessness**

One of the fastest growing segments of the homeless population is working families with children. For 37 years, Families Forward has helped families achieve housing stability and financial self-sufficiency. Beginning with five rented apartments in Irvine, Families Forward now owns or is in partnership with 65 affordable housing units, with that number expected to double by 2022. We also provide a comprehensive array of supportive services, including a food pantry, one-on-one career coaching, mental health counseling, access to acute health services and financial support for childcare and transportation needs. In 2019, Families Forward provided housing and housing stability for 244 families (comprised of 846 children and adults). In 2020, Families Forward successfully prevented or ended homelessness for 297 families, bringing housing stability to 1,028 children and adults.

## **Serving Costa Mesa Families in Need**

According to the 25th Annual Report on the Conditions of Children in Orange County, 12% of children in Costa Mesa receive CalFresh and 0.4% of students enrolled in the Newport-Mesa Unified School District suffer from insecure housing. The report cited 89 homeless children in the Newport-Mesa Unified School District in 2017-2018. In Fiscal Year 2019, Families Forward provided rental assistance to 11 Costa Mesa families (consisting of 13 adults and 21 children), one family with utility assistance and 7 families with security deposits.

# FAMILIES FORWARD

DIGNITY • EMPOWERMENT • HOPE

## **Increased Need for Homeless Prevention Services**

We have seen an alarming increase in requests for assistance since March 2020 due to COVID-19, with a greater than ten-fold increase in requests for food assistance alone. As of July 2021, Families Forward has provided food assistance to 19,471 families that include 83,253 children and adults\*. In Costa Mesa, we provided assistance to 281 families (1,094 children and adults). On average during the pandemic, Families Forward provided food assistance to 360 families or 1,605 individuals a week. In order to build capacity, sustain a high level of service and prevent homelessness, we are continually seeking new sources of funding and community partnerships.

The families we serve are the most likely to be negatively impacted by the economic downturn caused by COVID-19. Before the pandemic, many of these families were just one financial crisis away from homelessness. Since March 16, 2020, we have received 2,380 requests (up from 853 the prior year) for emergency assistance due to either job loss or a decrease of wages. Spending more than 75% of their income on housing, Orange County's low-income households are already severely impacted by the high cost of housing, leaving just 25% of their income for all other expenses, including food, healthcare, transportation, and other needs. Families whose main source of income is through the service industry are working on the front lines of the crisis at fast food restaurants, grocery stores and medical facilities. This puts them at greater risk of exposure to the virus and additional hardship from lost wages due to sickness. These are also the families most likely to be laid off during this crisis, leaving them without income, benefits or protection, facing eviction or experiencing homelessness. We expect this ripple effect to last for many months, if not years. According to the Centers for Disease Control and Prevention in late June 2021, the level of assistance provided to low-income households is expected to continue increasing to promote eviction prevention.

## **Support for Costa Mesa Families**

If awarded funding, Families Forward will provide homeless prevention and supportive services to 15 Costa Mesa families (approximately 52 people). Clients will be identified through marketing and outreach activities in accordance with HUD's Affirmative Fair Housing Marketing Plan, be residents of or working in Costa Mesa, have at least one child under the age of 19 and be literally homeless or at risk of homelessness. Families entered into the program will receive rental assistance, rental arrears, utility assistance and wrap around services like case management founded in Progressive Engagement model. Financial assistance may include rental application fees, security and utility deposits, utility payments, last month's rent, moving costs and additional supportive services. Depending on the family's individual situation, clients may also receive access to our on-site food pantry, mental health counseling, career coaching, and life skills

\*Includes duplicate family visits.

# FAMILIES FORWARD

DIGNITY • EMPOWERMENT • HOPE

training that includes budgeting skills. Our services are offered using a Care Team model wherein each family is connected to a wrap-around specialist team comprised of a Case Manager, Housing Resource Specialist, Career Counselor and Mental health counselor. Services are provided for every member of the family, allowing teens and children to take advantage of Families Forward's mental health counseling. Families Forward provides seasonal programs such as our Back-to-School supply distribution event, Thanksgiving Baskets and our Adopt-a-Family Program, providing holiday gifts to children in need.

In accordance with the City of Costa Mesa's 2020-2024 Consolidated Plan goals of providing housing assistance and supportive services for homeless persons and near homeless persons, Families Forward provides services to prevent and eliminate homelessness for low- to moderate-income families. With the assistance of Costa Mesa CDBG-CV funds, Families Forward will provide housing assistance and additional supportive services to help low-income families achieve financial self-sufficiency and provide housing stability for their children.

We are appreciative of the time taken to review this proposal and hope that the City of Costa Mesa will continue to partner with Families Forward. Together, we will prevent and end family homelessness while promoting community well-being in the City of Costa Mesa. If you have any questions about our proposal, feel free to reach out to Nishtha Mohendra, Chief Program Officer at (949) 716-5858 or [nmohendra@families-forward.org](mailto:nmohendra@families-forward.org).

Warmest regards,



Madelynn Hirneise  
Chief Executive Officer

# FAMILIES FORWARD

---

DIGNITY • EMPOWERMENT • HOPE

**Costa Mesa CDBG CV 21 – 13**  
**Families Forward Grant Proposal**

**Homeless Prevention Services**

**\$55,000**

Contact: Noelle Collins, Grants & Communications Manager

Phone: 949.379.8325

Email: [grants@families-forward.org](mailto:grants@families-forward.org)

## **Background and Project Summary**

Since 1984, Families Forward has helped low- and moderate-income families with minor-aged children to overcome homelessness through housing stability and financial literacy. Last year, we assisted more than 12,000 low-income Orange County residents through homeless prevention and housing assistance, and comprehensive support services that include counseling, job coaching, access to our food pantry, and education in managing finances. Due to a lack of emergency shelters in the county, Families Forward prioritizes serving parents and children who are either homeless or at risk of homelessness and provides tools needed to help our clients arrive at safe, stable housing. Using a Housing First approach, our Housing Program is designed to assist families by helping them access permanent housing and wrap around services like case management and supportive services founded in the progressive engagement model. In addition to providing safe, sustainable housing for families with children, the approach taken by Families Forward assists families in achieving long-term, sustainable solutions that also ease the burden of homelessness on local jurisdictions. The cost of preventing homelessness is half the amount of addressing homelessness in the streets, and reduces the stresses that homelessness puts on health care, law enforcement, and other emergency services, while providing a path forward to a safe, stable place to live. Families Forward is requesting \$55,000 in CDBG-CV grant funding to address the risk of homelessness with short-term rental assistance for Costa Mesa's low-income families, helping them emerge into a post-COVID19 economy. Families Forward will continue working with Costa Mesa Community Outreach Workers, 211 and other local partners to identify and prevent low-income Costa Mesa families from falling into homelessness from financial impacts caused by COVID-19. Throughout the grant period, Families Forward will identify and serve 15 low-income, highest need Costa Mesa families (defined by HUD) and provide rental assistance and housing-related support.

## **Method of Approach**

In 2019, the Costa Mesa City Council identified "keeping our community safe" as one of its top priorities through developing and implementing a strong homeless shelter and homeless prevention plan. If awarded funding, Families Forward will implement a CDBG-CV (CARES ACT) grant serving Costa Mesa low-income families in homeless prevention. Clients will be identified through marketing and outreach activities in accordance with the US Department of Housing and Urban Development (HUD) Affirmative Fair Housing Marketing Plan. Referrals will be accepted from the City's homeless liaisons, 211, Outreach to FRCs, and through social media, including Facebook ads to the Costa Mesa community.

In order to qualify for Families Forward's Homeless Prevention program, families must be residents of Costa Mesa, have at least one child under the age of 19 and be literally homeless or at risk of homelessness. Families participating in the program will receive financial assistance to



help prevent them from experiencing homelessness. This support can include rental assistance, rental arrears, and families may also qualify for utility and energy costs and arrears, and other expenses related to housing. 100% of our clients are either extremely low or low-income based on a threshold determined by HUD. While all Families Forward's clients are low-income, 71% are single parent families, and 36% of our housing clients have a disabled family member, while 11% of families in our housing program are veteran or military connected.

Families Forward has implemented a "care team" approach to case management, increasing our capacity to reach newly vulnerable families that are impacted by the pandemic. We will collaborate with City staff and seek referrals from homeless liaisons to identify at-risk families. Our Family Navigators and prevention volunteers will work with families in crisis to help them stabilize their housing situation. Although Families Forward will be the primary entity implementing short-term housing support, we regularly collaborate with other agencies to ensure our clients receive the services they need. We are a notable member of the Family Solutions Collaborative (FSC) and currently serve as its fiscal agent. This collaborative is comprised of 24 homeless family service providers helping to extend our network and partnerships throughout Orange County. Families Forward also partners with the Strong Families, Strong Children Collaborative, an initiative led by the Child Guidance Center to provide military-connected and veteran families with housing and other supportive services throughout Orange County. Additional Families Forward partners include Girls Inc. of OC, Serving People in Need (SPIN), Community Action Partnership of Orange County, Credit Counseling Service, Healthy Smiles for Kids of Orange County, Human Options, Second Harvest Food Bank, National Charity League, Costa Mesa Family Resource Center, Hoag Hospital, WIC, Women Helping Women, Working Wardrobes and local school districts, including Newport-Mesa Unified. These partnerships allow us to provide comprehensive support to a variety of vulnerable populations, including veterans, domestic violence survivors and more.

### **Qualifications & Experience**

Families Forward was incorporated in Irvine in 1984, serves Orange County and maintains two offices – our main office is located at 8 Thomas, Irvine, CA 92618 and is less than 13 miles from Costa Mesa City Hall and our Santa Ana office, located at 2030 North E. 4th Street, is less than 8 miles away and allows us to provide outreach services to clients in Costa Mesa, Santa Ana and Tustin. Since 1984, Families Forward has existed to help low- and moderate-income families achieve and maintain self-sufficiency through housing, food, counseling, education, and other supportive services. Beginning with five rented apartments in Irvine, Families Forward now has access to a multitude of housing resources across Orange County to serve homeless families directly or in collaboration with other agencies. In the City of Costa Mesa, we own one 8-unit affordable housing complex on 21<sup>st</sup> Street and have another in progress on Pomona Avenue.

Families Forward has a long-standing reputation for high-quality services that enables each family to build a plan toward stability with a high success rate. Participating clients meet regularly with their case manager to assess progress towards personally crafted goals and their monthly budget. In addition, housing clients are given weekly access to our food pantry, one-on-one career coaching, mental health counseling, access to acute health services and financial support for childcare and transportation. The overarching goal of the Housing Program is for at least 85% of clients to maintain stable housing for one year after leaving the program. Families Forward's success rate is over 96%. This homeless prevention work with the City of Costa Mesa will benefit from Families Forward's experienced team that brings more than 50 years of combined experience, including Chief Program Officer Nishtha Mohendra, Director of Programs Rose Bermudez, Housing Services Manager Ashley Bolohan and Grants Compliance Manager Joseph Garrido.

### **Financial Capacity**

Families Forward has nearly forty years of experience utilizing and administering public funds. Our organization receives grants from local, county, and federal entities. Currently, we administer multiple CDBG grants from several cities in Orange County allowing us to provide services to homeless and low-income families throughout the county. Program, Accounting, and Fund Development staff monitor usage of all funding sources and provide quarterly reports. Families Forward has been subject to A-133 audits in the past, the most recent 2018-19 audit resulted in no findings. In all cases of government funding, Families Forward has met stated outcome requirements and acted as a responsible steward of grant funds.

### **Attachment A - Key Personnel**

- Nishtha Mohendra, Chief Program Officer
- Rose Bermudez, Director of Programs
- Ashley Bolohan, Housing Program Manager
- Joseph Garrido, Grant Compliance Manager

### **Disclosure - Attached below in Checklist of Forms**

### **Attachment B - Sample Subrecipient Agreement – No changes**

### **Attachment C - Checklist of Forms**

- ✓ Vendor Application Form
- ✓ Company Profile & References
- ✓ Ex Parte Communications Certificate
- ✓ Disclosure of Government Positions
- ✓ Disqualifications Questionnaire
- ✓ Bidder/Applicant/Contractor Campaign Contribution

### **Cost Proposal - Attached**

# Nishtha Mohendra MSW

(949) 716-5858 or nmohendra@families-forward.org

## SUMMARY OF QUALIFICATIONS

---

- A responsible leader with proven ability to execute strategy through development of highly functional teams
- Master's degree in social work with over 10 years of robust experience working with families on issues of housing instability, homelessness, domestic violence, family crises and poverty
- Extensive experience managing diverse teams, providing training, coaching, staff development and retention
- Committed to client-centered, anti-oppressive and self-reflective practices, and leading teams by example
- Experienced in non-profit management, strategic planning, program development, contract compliance, grant writing, fiscal management, cultivating relationships and stakeholder collaboration
- Excellent interpersonal communication skills, highly motivated and results oriented
- Multilingual with fluency in English, Hindi and Punjabi languages
- Proficient on applications including MS Word, Excel, Outlook, Powerpoint, HMIS and Bloomerang database

## PROFESSIONAL EXPERIENCE

---

### Director of Programs

2017-Present

Pathways of Hope, Fullerton, California

- Second in charge to the Executive Director of the agency
- Responsible for oversight and compliance of all agency service programs including homeless housing programs, prevention, housing navigation, landlord engagement, community-based hunger programming
- Provide leadership, supervision, coaching and training of managers and their respective departments totaling 16 paid staff and 25 or more volunteers and interns
- Develop and oversee 2.7 million annual program budget across over 12 million in physical assets
- Work to enhance stakeholder relations across multiple revenue platforms: major gifts, foundations, public funding and public/private partnerships
- Write, manage and report on large government grants from multiple Federal, State, and local entities including CDBG, ESG, CESH, HDAP, HUD, First 5 Orange County, ResCare and CARES Act
- Facilitate updates to Board, staff training and collaborative meeting with partners
- Direct facilities management, internal data system development, and strategic plan objectives
- Represent agency at community/public meetings, government agencies, on local boards, council and committees to help meet the need of homeless and low-income population in Orange County
- Identify and nurture program development opportunities; identify service gaps and designs effective, viable, culturally competent programs and evidence-based treatment modalities
- Ensured the development of clear and measurable outcomes in each program, and a system for ongoing program evaluation and reporting to the ED, Board of Directors and external funders
- Overhauled program delivery to implement best practices like Housing First and Trauma-Informed Care
- Planned and implemented new programs like Food and Resources program at Community Colleges, agency's first Affordable Housing service partnership, and Rapid Rehousing program for large size families
- Played a central role in securing 2.5m in funding from the nationally recognized Amazon Bezos Day One Family Fund
- Successfully launched and implemented 3 brand new programs during the pandemic COVID 2020- innovative and first of its kind Safe Parking project in Orange County, Project Toolbelt for the most vulnerable literally homeless households, and Eviction Prevention for families in Fullerton

### Case Management Program Supervisor

2015 - 2017

Human Options, Irvine, California

- Managed service delivery, program administration and daily operation at an emergency shelter for domestic violence survivors including single women, men, families and children
- Provided leadership and business management for the organization owned 12 unit transitional housing program and 8 unit low-income affordable housing apartment complex
- Recruited, supervised, and trained 6 full-time staff and approximately 10 volunteers and student interns
- Managed program budgets, developed reports, and revamped operating procedures for case management services
- Represented agency at the county level *Continuum of Care* RRH, PSH and Homelessness meetings
- Implemented agency's first Rapid Rehousing Program for domestic violence survivors
- Recognized by agency for providing professional excellence in on-boarding and training for new staff

**Transitional Housing Support Program and Intake Assessment (Placement) 2014-2015**

Barbra Schlifer Commemorative Clinic, Toronto

- Provided supportive and crisis counselling with strength-based, anti-oppressive, and feminist frameworks
- Completed client intake assessments, safety plans, case notes, provided referrals and advocacy for clients

**Technical Program Officer 2010 - 2012**

Bill and Melinda Gates Foundation (BMGF) placement at Ministry of Health, New Delhi, India

- Managed a national HIV/AIDS community-based prevention program for vulnerable and underserved communities including female sex workers, injecting drug users and LGBTQ community members
- Coached and supported 6 state-level programs comprising of approximately 500 non-profit agencies
- Conducted monitoring, program evaluation and developed yearly action plans and training manuals
- Piloted a new national program for sexual partners of Injecting Drug Users
- Drafted a new India Anti-Trafficking Bill as part of a 20 member working group

**WORK RELATED PROJECTS**

**Board Member, Emergency Food and Shelter Program(EFSP), Orange County, California 2020 onwards**

- Board serves to identify local Orange County priorities for funding, assess and recommend local agencies to receive the national funds, conduct monitoring and evaluation of awardee organizations

**Board Member, Community Advisory Board- Homeless Issues, Fullerton, California 2018-Present**

- Board serves to pool together technical expertise to lend support to local homeless initiatives through policy assessment and community organizing; create action plans to further the mission

**Member, Data and Compliance Subcommittee, Family Solutions Collaborative 2017-Present  
Orange County, California**

- Part of core team that created an unprecedented Shared Shelter Guidelines for the Family Shelters in OC
- Represent agency and provide expert input to help develop a robust Family Coordinated Entry System

**Member, Continuum of Care Subcommittee for Shelter Providers, Orange County, California 2019- Present**

- Helped create first of its kind Emergency Shelter Survey for all 22 shelter providers; report on current practices, identify service gaps to help gain better understanding of shelter system in Orange County

**Member, Coordinated Entry System Steering Committee, Orange County, California 2018- Present**

- Contributed to developing universal CES policies and procedures for Continuum of Care in Orange County

**Guest Faculty, Human Services Program, Saddleback California Community College 2019**

- Delivered classes of crisis intervention and safety planning

**EDUCATION AND TRAINING**

**Certificate in International Social Work Practice 2015**

Internationally Educated Social Work Professionals Program, Ryerson University, Toronto

**Master of Social Work, TATA Institute of Social Sciences, India 2010**

*Assessed by the Canadian Association of Social Workers (CASW) as equivalent to a Canadian MSW*

**Bachelor of Psychology (Honours), University of Delhi, Lady Shriram College for Women, India 2007**

**Professional development includes:**

**Non-Profit Leaders Learning Group, Fieldstone, Irvine, California 2020**

**CSH Supportive Housing Training, San Diego, California 2018**

**Leadership Basics and Managing Multiple Priorities, OneOC, California 2017**

**Conflict Management, Discipline Skills for Managers, Pryor Seminars, 2017**

**How to Manage Teams, Communicate with Tact, Pryor Seminars, Anaheim, California 2017**

**Ethical Mandatory Reporting for Child and Elder Abuse, CPEDV, California 2017**

**Certificate in Project Management, Pryor Seminars, Los Angeles, California 2017**

**Trauma Informed Care Approach in DV and Violence Against Women, CPEDV, CA 2016**

**Domestic Violence Training Certificate (40-hour), Human Options, California 2015**

# Rosalinda Bermudez

Direct: 949.716.5858 | [rbermudez@families-forward.org](mailto:rbermudez@families-forward.org)

---

## **SUMMARY**

Highly skilled agency professional and program manager with over a decade of varied direct service, data quality and grant compliance experience supporting agency-wide programs with oversight and management. Proven capability for supporting and leading client and data programs and ensuring overall agency goals and grant compliance guidelines.

- Program Management
- Program Monitoring and Efficacy
- Data Quality and Compliance
- Bilingual: Spanish
- Database Administration
- Grant Writing
- Direct Service
- Auditing and Reporting

## **PROFESSIONAL EXPERIENCE**

### **FAMILIES FORWARD, Irvine, CA**

#### *Director of Programs, 2020-Present*

- Manages the daily operations of Families Forwards' Housing, Prevention and Diversion, Career Services, Counseling and Community Resources Programs and staff.
- Continually evaluates and advises on the effectiveness of the programs
- Manages program changes when necessary to ensure on-going quality and integrity of housing/community programs.
- Supervises and facilitates with mid-managers case management meetings.
- Provides case consultation as needed with program staff.
- Provides leadership, trainings, and guidance to managers and program staff to help them effectively work with clients and carry out their professional responsibilities.
- Assists with the development of budgets for Program department.
- Monitors financial transactions related to the housing and community programs.
- Produce reports, reviews, and data analyses, as requested by grantors and the Executive Director.

#### *Grant Compliance Manager, 2018-2020*

- Oversaw and support a program team of data quality specialists and volunteers.
- Supported all agency programs with the oversight and management of federal grants.
- Managed all overall federal grant applications, allocations and compliance.
- Managed external audits and oversee file and data review prior to scheduled audits.
- Proactively reviewed grant requirements for tracking and reporting; clearly communicate service goals by grant to program staff and monitor progress on a monthly basis.
- Developed and implemented departmental policies and procedures to ensure data quality agency-wide.
- Implemented and analyzed program evaluation strategies to determine the efficacy and effectiveness of the agency's programs and services.
- Collaborated with program managers and directors to maintain quality of all housing and community services.
- Met with partner agencies on a regular basis to facilitate grant compliance and formulate best program delivery practices including OC CoC, United Way, CFC, HUD, and CBDG grantors.
- Evaluated and reported program operations and outcomes to service providers, management teams, Families Forward Board of Directors, and partner agencies on a weekly, monthly, quarterly and annual basis.

#### *Data Quality Manager, 2017-2018*

- Responsible for the management and implementation of client and federal database systems including primary interface with vendors, version control and training of all new staff.
- Actively monitored data content for third-party thresholds and for internal program goals on a monthly basis, providing feedback to agency and program staff to adjust data entry procedures and program implementation.
- Attended agency meetings in support of Coordinated Entry, Tools and Technologies and HMIS user meetings.
- Provided annual, agency-wide performance measures and presented metrics at agency meetings as necessary.
- Assisted Grant Manager with federal grant applications to understand service and reporting measures from the outset.
- Provided all required data for grant reporting and System Performance Measures.

*Data Quality Specialist, 2016-2017*

- Responsible for the quality and compliance of capturing data and files for housing and homeless prevention programs.
- Prepared Data Quality reports for all programs as requested by Grant Compliance Manager.
- Responsible for both internal and external quality measures with primary focus on HMIS data elements as required by HUD funding sources.
- Ensured that all grant-required documentation was collected and maintained and that all case files were current and compliant with grant requirements.

*Case Manager, 2014-2015*

- Responsible for the screening, advocacy and case management of all rapid re-housing clients.
- Coordinated and/or provided life skills counseling, support services and referrals to community resources.
- Developed and individualized service plan with monthly goal sheets for each client family.
- Assisted with the coordination of outreach efforts regarding housing to reach potential clients and apartment communities and participated in additional outreach efforts and agency events as needed.

*Career Coach, 2013-2015*

- Provided individual and group job and income coaching to rapid re-housing clients to support in obtaining or upgrading employment and increasing overall income.
- Communicated and collaborated with all members of the program and housing teams to support clients in achieving income goals that bridged them to housing.
- Developed and presented up-to-date job search and other career related workshops for housing clients and the general community at large.
- Supported clients through the entire search process from assessment and resume development to job search (online, phone, face-to-face networking, staffing agencies, interview preparation and salary negotiating, to placement and retention).

**WORKING WARDROBES, Costa Mesa, CA**

*Client Services Manager, 2007-2013*

- Assessed, evaluated and implemented client tracking system to stay within service timeline and budget restraints.
- Prepared at-risk clients to successfully present themselves to prospective employers by facilitating image and job readiness workshops to groups and individuals.
- Utilized Eureka Career Information/Assessment Curriculum to assess client skills, communication styles and occupational interests.
- Worked with partner agencies to conduct outreach and follow-up and to develop collaborative relationships to increase and maintain client success.
- Organized and executed volunteer training and scheduling for personal shopper and event programs.
- Oversaw the management and mentoring of anywhere from twenty to one hundred volunteers daily.

**EDUCATION**

**Brandman University, Irvine, CA**

*BA Integrated Social Science*

2021

# **ASHLEY BOLOHAN, MSW, ASW**

---

## **SOCIAL WORKER/CASE MANAGER**

### **EDUCATION**

**California State University, Fullerton**  
**Master of Social Work. Concentration: Mental Health – 5/15**  
**Bachelor of Science, Human Services – 5/13**

### **LICENSES**

**Board of Behavioral Sciences**  
**Associate Clinical Social Worker – ASW67362 – 7/15**

### **EXPERIENCE**

02/21- Present

**Families Forward, Irvine, CA**  
**Housing Program Manager**

Oversee the Case Management team and the Prevention and Diversion team; six Case Managers, six Family Navigators, and four Prevention Volunteers. Manage two Access Points, Central Service Planning Area and South Service Planning Area. Work on developing and improving processes for both programs. Data tracking and reports for all grants for both programs. Work closely with Supportive Services Manager and Housing Resource Manager to develop processes for all programs in the Program Department. Attend weekly Coordinated Entry match meetings as needed. Work on improving meetings and content presented at meetings for both Case Managers and Family Navigators.

08/19-02/21

**Families Forward, Irvine, CA**  
**Supportive Services Manager**

Oversaw supportive services programs at Families Forward, Career and Prevention and Diversion. Supervised three staff and five Prevention Volunteers. Developed tracking methods for funding available for both programs. Worked on developing the Career program; manual, documents, and processes. Assisted the Family Navigator with attending weekly Coordinated Entry match meetings.

12/17-08/19

**Families Forward, Irvine, CA**  
**Case Manager**

Worked with homeless families matched to the agency for rapid rehousing. Maintained a caseload of 15-18 families (active and pending). Conduct initial screenings and assessments for families. Established relationships with community agencies and partners. Coordinate and/or provide, life skills, counseling, supportive services, and referrals to community resources. Collaborated with the Housing Resource Specialist to assist families in identifying appropriate housing opportunities. Collaborated with the Career Coach to determine types of employment opportunities that are available to families. Met with every active and pending family on caseload monthly to help them to achieve their goals. Developed an individualized service plan with monthly CTI plans and monthly budgets. Worked with fellow colleagues to develop a new budget form and goal setting form for families to use monthly. Collaborated and develop relationships with family shelters in Orange County that meet family's needs. Maintained appropriate files. Daily data entry of case notes and services provided in both Client Track and HMIS. Maintained data timeliness and accuracy for agency reporting. Reported success stories, progress, and statistics to Housing Program Manager.

2/16-11/17

**Family Promise of Orange County, Inc., Orange, CA**  
**Interim Executive Director (7/17-11/17)**

Concurrent with duties of Social Worker, oversee the department. Managed and coordinated 900+ volunteers, wrote grant proposals, coordinated with various religious congregations, and resolved problems. Reported to the Board of Directors.

- Developed a housing program and wrote grant proposal for \$25,000 to fund it. Program is designed to help families with rent and security deposits. Wrote grant proposal of \$10,000 for general operating costs.
- Organized and planned for annual fundraising gala dinner, attended by 220 people.

#### **Social Worker (2/16-11/17)**

Worked with homeless families in both an emergency shelter setting and a transitional housing setting. Assisted families with financial literacy, budgeting, savings, spending, paying off debts and fixing their credit reports. Performed weekly short-term case management and interventions for families in both emergency shelter and transitional housing. Assisted families with obtaining housing in Orange County. Worked with other homeless service providers within Orange County. Assessed all families in emergency shelter, utilizing the VI-SPADT. Completed 10 to 15 phone screenings a day for family eligibility. Assessed and interviewed (in person) potential families for the program. Attended monthly homeless provider forum meetings and also monthly case management forums. Supervised MSW Interns from California State University, Fullerton.

- Developed and implemented rapid re-housing program to fit Family Promise's needs.

#### **College Living Experience, Costa Mesa, CA**

##### **Mentor**

8/15-1/16

Worked with students on the Autism Spectrum. Each student lived independently with a roommate. Assisted students with day-to-day issues concerning their living situation, their financial and budgeting situation, and their course work. Assisted students with their social skills and personal goals each student had set for themselves. Worked on an interdisciplinary team to best assist students. Documented daily notes in Best Notes. Led and co-led groups of seven to ten students on a weekly basis.

#### **Orange County Department of Education, Santa Ana, CA**

##### **Social Work Intern, ACCESS (Alternative Education for Special Education Students.)**

9/14-5/15

Prepared biopsychosocial assessments for each of five clients, and provided individual counseling per their IEPs. Counseled youth on their challenges and concerns relating to depression, academics, family concerns, and social issues. Co-led a group of high school seniors on self-esteem and personal development. Co-led a group of 15 middle school students on high school preparation and college readiness. Collaborated with interdisciplinary teams to plan and implement psychotherapy to clients. Partnered with five community organizations to plan events.

- Planned and coordinated a dinner for underserved student populations, attended by 100+ people. *The event raised \$1,300.*
- Planned and coordinated two college field trips for underserved student populations; educated them about college and provided the opportunity to observe campus life. Worked with many homeless students who had no hope of going to college. Changed their views and helped them realize their potential. *Sparked an interest in higher education where there had been little or none, and the realization that they could go to college.*

5/14-12/14

#### **CSUF Center for Community Collaboration, Fullerton, CA** **Research Assistant, 20<sup>th</sup> Annual Conditions of Children Report**

Organized data and helped edit the report. Conducted data analysis, and developed charts and tables for 40 indicators that measured children's well being in the areas of health, economic security, education, and safe homes and communities. Worked with local government and community agencies on gathering data. Used Adobe InDesign to develop charts and graphs for indicator spreads. Input data into data tables in the supplemental section of the report. Attended monthly Orange County Community Partnership meetings to update staff on progress



of the report. Helped organize materials, set up the website for event registration, and put together working folders for five district forums. Networked for the five community forums.

- Developed and completed the education section, which included development of charts, graphs, text, and researching state and national data for indicator, spreads.

9/13-5/14

**Casa Colina Adult Day Health Care Program, Pomona, CA**

**Social Work Assistant (1/14-5/14)**

Collaborated with multidisciplinary teams to plan and implement psychotherapy to clients. Co-  
led several small groups working on cognitive abilities, life skills, and sensory skills. Worked on  
Client Care Plans in compliance with state requirements.

Conducted home assessments for new clients, and completed intake documents.

Connected families to community resources; assisted them with IHSS information, respite care,  
and other resources to help them care for their loved ones.

- Completed Individual Plan of Care for ten clients in the adult day healthcare setting.

**Social Work Intern (9/13-1/14)**

Participated in program activities with clients. Led small cognitive groups discussing current  
events, sensory issues, and other matters of interest to the group.

- Was hired as a paid employee after four months.

**COMPUTER**

Proficient in Microsoft Software (Word, PowerPoint, Excel, etc.), Adobe InDesign, Client Track,  
HMIS (Clarity), EventBrite, and Best Notes.

**CERTIFICATES**

School-Based Crisis Intervention  
Individual EPI Pen  
Trauma-Focused Cognitive Behavioral Therapy  
ASQ3

**AFFILIATIONS**

National Association of Social Workers - 2015

**Joseph E. Garrido**  
**Grant Compliance Manager**  
**Families Forward**  
[igarrido@families-forward.org](mailto:igarrido@families-forward.org)  
(949) 716-5867

**EDUCATION**

University of California, Davis  
Bachelor of Science in Physiology

**PROFESSIONAL EXPERIENCE**

2020 – Present                      Grants Compliance Manager  
Families Forward, Irvine, CA

Provide oversight and management of all Government Grants and program database systems including Client Track and HMIS. Ensure high-quality data entry, file compliance, and reporting. Manage overall Government Grant application, allocations and compliance, manage external audits and lead the process to provide quarterly agency-wide performance measures.

2019                                      Associate Director of Research Administration  
Palo Alto Veterans Institute for Research, Palo Alto, CA

Managed, trained, motivated, and supervised Pre-Award and Post-Award Contracts & Grants staff, including C&G workload and priorities, assuring strong productivity and quality of work. Oversaw and ensured compliance on all Pre-Award and Post-Award C&G activities. Identified opportunities, problems and capabilities related to PAVIR's C&G infrastructure and systems to contribute to and maintain PAVIR's culture of process improvement.

2018 – 2019                              Grants Analyst  
Chapman University, School of Pharmacy, Irvine, CA

Managed and maintained the pre and post award activities for the School of Pharmacy. Assisted faculty with preparation and submission of grant applications including development of project budgets. For existing awards, monitored project budgets for spending and allowability. Monitored personnel actions and account changes. Submitted project reports and other required project deliverables including final closeout of the award. Ensured compliance with sponsor policy including Federal cost OMB regulations and policies.

2017 – 2018                              Pre-Award Manager  
UC Irvine, School of Biological Sciences, Irvine, CA

Created and managed the Pre-Award Team for the UC Irvine, School of Biological Sciences. Supervised a team of 4 research administrators and 2 research development officers. Our team was responsible for the preparation,

review and submission of proposals to sponsors for extramural funding of research projects.

**2016 – 2017**

**Principal Contracts Officer**  
Lawrence Berkeley National Laboratory, Innovation & Partnerships Office,  
Berkeley, CA

Innovation and Partnerships Office (IPO) helps move technologies from the Lab to the marketplace to benefit society and the U. S. economy. Responsible for executing proposal submissions, award negotiations and execution of additional contractual mechanisms used at LBNL, such as those used for Strategic Partnership Projects, CRADAs, or other Department of Energy (DOE) Management Contractor funded projects.

**2013 – 2016**

**Contracts & Grants Officer / Awards Team Leader**  
UC Davis, Sponsored Programs, Davis, CA

Supervised and lead the Awards Team consisting of Contracts and Grants Analysts that are tasked with the timely review, negotiation, and execution of sponsored research grants and awards for an office that processed \$786 million dollars of extramural funding for sponsored projects at UC Davis during the fiscal year 2014-15. Prepare and enter documentation to track proposals and establish awards in SPO's database and tracking system. Analyzed contract terms and conditions in order to successfully negotiate research funding agreements with public and private sector sponsors. Served as the point-of-contact and liaison between Sponsored Programs and Contracts and Grants Accounting. Knowledge and interpretation of sponsor policies including Federal (Uniform Guidance, FAR, DEAR), State and other sponsors while maintaining compliance with UC policies and principles. Conducted all matters of post-award transactions including but not limited to prior approvals, reporting, award closeout.

**2012 – 2013**

**Research Services Coordinator**  
UC San Francisco, Research Management Services, San Francisco, CA

Served as UCSF's sponsored projects institutional representative for faculty and primary point of contact for external sponsors and UCSF Contracts and Grants Specialists and Associates. Provided pre-award administration by partnering with faculty and departmental staff. Direct and manage the proposal process to ensure timely, compliant and accurate submissions. This included budget development; interpretation of sponsor requirements; expert subject matter expertise in grants and contracts and strategic advice, as well as institutional review and signature; ensuring that proposals meet sponsor, UCSF pre-award guidelines and regulations. Performed post-award functions, i.e. revised budgets, progress reports, correspondence to sponsors (prior approvals, no-cost extensions, carry-forward, etc.), subcontracts.

**2011** Extramural Funds Accounting Analyst  
UC Davis, Extramural Funds Accounting, Davis, CA

Provided post-award administration of externally funded agreements including fund management, financial reporting, closeout and technical support. Independently analyze and interpret agreements to ensure adherence to Federal, State and various agency regulations as well as ensuring that financial transactions are recorded in accordance with GAAP. Assisted management with implementing internal policies and procedures needed to meet competing deadlines and ensure fiduciary compliance. Provided ongoing support to campus including guidance and training. Utilized and inputted data in DaFIS and Kualii Financial System.

**2008 – 2011** Administrative Services Manager  
UC Davis, Sponsored Programs, Davis, CA

Supervised the SPO administrative services team and participate as a member of the SPO management team. Coordination of workload balances, travel administration, operational problem identification and resolution, including develop and implement improved responsiveness to central office support needs; establish priorities, delegate responsibilities, train and evaluate performances. Managed, supported and coordinated the daily operations of receiving, processing and distributing proposals, post-proposals, awards, and post-award documents. Established and implemented procedures to ensure deadlines and objectives are achieved; including file room administration, database entry, contract distribution, supply and material maintenance, mail distribution, incoming/outgoing telephone and email communications. Monitored gift processing as related to research to determine whether donations received should be processed as a grant or gift. Provided support for processing Conflict of Interest forms, gift documentation, and payments from external parties. Initiate transactions in DaFIS. Responded to inquiries related to status of documents. Oversaw the administrative services team's support to the Executive Director and Associate Directors. Provided guidance and interpretation of UC, sponsor, state, and federal policies and regulations including OMB Circulars A-21, A-110 and A-133.

**1993 – 2008** Director of Operations  
MediaTek-AEI, Inc., Sacramento, CA

**1992 – 1996** Data Center Manager  
NBS Imaging Systems, Inc., Sacramento, CA

**1988 – 1996** Administration/Personnel Manager  
U.S. Air Force Reserves

**1985 – 1988** Accounting & Finance Officer  
U.S. Air Force

# FAMILIES FORWARD

DIGNITY • EMPOWERMENT • HOPE

## Board of Directors

2020-2021

### Officers

**Robert Davis**, Chairman of the Board, Community Leader

**Nancy Chase**, Chairperson – Strategic Planning, Community Leader

**Gary Cohn**, Chairperson – Strategic Planning, Partner Engineering & Science Inc.

**David Snow**, Co-Chairperson – Strategic planning, Distinguished UCI Professor

**Deborah Coombs**, Co-Chairperson – Human Resources, AvalonBay Communities

**Mark Harryman**, Co-Chairperson – Human Resources, Unire Real Estate Group

**Karin Pearson**, Chairperson – Fund Development, Capital Group

**Mark Henigan**, Treasurer, Irvine Company

**Meg English**, Chairperson – Finance, Community Leader

**Ryan Warne-McGraw**, Co-Chairperson – Secretary, Good Shepherd Lutheran Church

### Members of the Board

**Martha Bayer**, Community Leader

**Tristen Cali**, Pacific Premier Bank

**Victor Cao**, California apartment Association

**Brad Comp**, Ayco – A Goldman Sachs Company

**Dennis Deslatte**, Community Leader

**Peter Hering**, Rutan and Tucker, LLP Employment Partner

**Khairul Hotaki**, U.S Bank

**Anna Mendoza**, Tierra Development Advisors

**Nick Meraz**, Community Leader

**Jon Radus**, Fullerton Police Department

**Trish Scarborough**, Community Leader

**Kitty Shen**, Community Leader

**Vinita Speir**, Pacific Women's Healthcare

**Debbie Thomsen**, Community Leader

**Lori Torres**, Parcel Pending



**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Please see Board Roster above		

---

Authorized to sign contracts:

Robert Davis, Board Chair, 949-552-2727

Madelynn Hirneise Chief Executive Officer, 949-552-2727

Federal Tax Identification Number: 33-0086043

City of Costa Mesa Business License Number: N/A

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.** I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning RFP No. 21-13 for Community Service Programs-CDBG-CV at any time after **June 23, 2021**.



\_\_\_\_\_  
**Signature**

Date: July 28, 2021 \_\_\_\_\_

\_\_\_\_\_  
Madelynn Hirneise

**Print**

**OR**

I certify that Proposer or Proposer's representatives have communicated after **June 23, 2021** with a City Councilmember concerning informal RFP No. 21-13 for Community Service Programs-CDBG-CV. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Print**



## **DISQUALIFICATION QUESTIONNAIRE**

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

## COMPANY PROFILE & REFERENCES

### Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 8 Thomas, Irvine, CA 92618

Website Address: [www.families-forward.org](http://www.families-forward.org)

Telephone Number: 949-552-2727

Facsimile Number: 949-552-2731

Email Address: [grants@families-forward.org](mailto:grants@families-forward.org)

Length of time the firm has been in business: 36 years

Length of time at current location: 7 years

Is your firm a sole proprietorship doing business under a different name: \_\_\_ Yes  No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 33-0086043

Regular Business Hours: Monday-Thursday 9AM-5PM and Fridays 9AM-1PM

Regular holidays and hours when business is closed: Please See Attachment B for Holidays and hours when business is closed.

### Contact person in reference to this solicitation: Noelle Collins

Telephone Number: 949-552-2727

Facsimile Number: 949-552-2731

Email Address: [ncollins@families-forward.org](mailto:ncollins@families-forward.org)

### Contact person for accounts payable: Danielle DeBerg

Telephone Number: 949-552-2727

Facsimile Number: 949-552-2731

Email Address: [ddeberg@families-forward.org](mailto:ddeberg@families-forward.org)

### Name of Project Manager: Ashley Bolohan

Telephone Number: 949-552-2727

Facsimile Number: 949-552-2731

Email Address: [abolohan@families-forward.org](mailto:abolohan@families-forward.org)

## **COMPANY PROFILE & REFERENCES (Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**Company Name:** City of Huntington Beach

Contact Name: Denise Bazant

Contract Amount: \$344,520

Email: dbazant@surfcity-hb.org Telephone Number: 714-536-5901

Address: 2000 Main Street, Huntington Beach, CA 92648

Brief Contract Description: For the administration of a Tenant Based Rental Assistance program for Huntington Beach families with at least on minor aged child.

**Company Name:** U.S. Department of Housing and Urban Development

Telephone Number: 213-534-2545

Contact Name: Cynthia Blatt

Contract Amount: \$565,178

Email: Cynthia.J.Blatt@hud.gov

Address: 300 N. Los Angeles Street, Suite #4054, Los Angeles, CA 90012

Brief Contract Description: For the administration of a Rapid Re-Housing program targeting literally homeless families coming from the streets, shelters, and other places unfit for habitation.

**Company Name:** First 5 Orange County

Telephone Number: 949-280-4658

Contact Name: Anila Neumeister

Contract Amount: \$150,000

Email: anila.neumeister@cfcoc.ocgov.com

Address: 1505 East 17th Streete, Suite 230, Santa Ana, CA 92705

Brief Contract Description: To provide housing and support services to families with children ages pre-natal through 5 yeasers of age.



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION  
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
N/A	N/A	N/A	N/A	N/A

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

*M. H. Knise*

07/28/2021

Date

## Cost Proposal

Task	Description	Price per Case
A.	Financial Assistance	\$50,000
B.	Other Administrative Costs	5,000
C.	Staff Time	0
Total Estimated Cost Per Household (Sum of A – C)		\$3,000
Estimated Number of Households to Assist		15
<b>TOTAL PROPOSED</b>		<b>\$55,000</b>

*All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.*

**EXHIBIT C**  
**COST PROPOSAL**

### Cost Proposal

Task	Description	Price per Case
A.	Financial Assistance	\$ 3,333.33
B.	Other Administrative Costs	333.33
C.	Staff Time	0
Total Estimated Cost Per Household (Sum of A – C)		\$3,666.66
Estimated Number of Households to Assist		15
<b>TOTAL PROPOSED</b>		<b>\$55,000.00</b>

*All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.*



**EXHIBIT D**

**COUNCIL POLICY NO. 100-5**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

**BACKGROUND**

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

**PURPOSE**

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**EXHIBIT E**

**PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME**



---

# Protect Your Family From Lead in Your Home

---



## Are You Planning to Buy or Rent a Home Built Before 1978?

---

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### **If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.



## Lead Gets into the Body in Many Ways

---

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

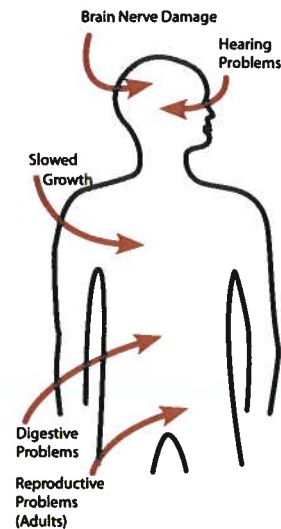
## Health Effects of Lead

---

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### **In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

---

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

---

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

---

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

---

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

---

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



## Checking Your Home for Lead, continued

---

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

---

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## **What You Can Do Now to Protect Your Family**

---

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



## Reducing Lead Hazards

---

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

---

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

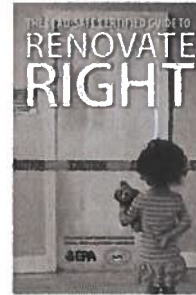
For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

---

**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

---

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

---

13 \* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

---

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

---

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

---

### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

---

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## **Consumer Product Safety Commission (CPSC)**

---

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## **U. S. Department of Housing and Urban Development (HUD)**

---

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/offices/lead/

---

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

---

U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
June 2017



# **IMPORTANT!**

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

**EXHIBIT F**

**SAMPLE DISCLOSURE FORMAT FOR DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FOR  
RESIDENTIAL LEASES AND TARGET HOUSING SALES**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (Initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead In Your Home*.

**Agent's Acknowledgment (Initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (Initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (Initial)**

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**EXHIBIT G**

**CONTENTS OF ABATEMENT AND CLEARANCE REPORTS**

## CONTENTS OF ABATEMENT AND CLEARANCE REPORTS

Clearance Report	Abatement Report
<p>Property address.</p> <p>Clearance examination information:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Date of the clearance examination.</li> <li><input type="checkbox"/> Name, address, and signature of each person performing the clearance examination including certification number.</li> <li><input type="checkbox"/> Visual assessment results.</li> <li><input type="checkbox"/> Dust sample analysis, in µg/sq.ft., by location of sample.</li> <li><input type="checkbox"/> Name and address of each laboratory that conducted the dust sample analysis, including their identification number.</li> </ul>	<p>Property address.</p> <p>Clearance examination information:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Date of clearance testing.</li> <li><input type="checkbox"/> Name, address, and signature of each certified risk assessor or inspector conducting clearance sampling.</li> <li><input type="checkbox"/> Clearance testing results and all soil analyses (if applicable) and the name of each recognized laboratory that conducted the analysis.</li> </ul>
<p>Hazard reduction or maintenance information:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Start and completion dates of the hazard reduction or maintenance activity.</li> <li><input type="checkbox"/> Name and address of each firm or organization conducting the hazard reduction or maintenance activity, and the name of each supervisor assigned.</li> <li><input type="checkbox"/> A detailed, written description of the hazard reduction or maintenance activity, to include: <ul style="list-style-type: none"> <li>➤ Methods;</li> <li>➤ Locations of exterior surfaces or soil;</li> <li>➤ Interior rooms;</li> <li>➤ Common areas; and/or</li> <li>➤ Components where the hazard reduction activity occurred, and any suggested monitoring of encapsulants or enclosures.</li> </ul> </li> </ul>	<p>Abatement information:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Start and completion dates of abatement.</li> <li><input type="checkbox"/> Name and address of each certified firm conducting the abatement, and the name of each supervisor assigned to the abatement project.</li> <li><input type="checkbox"/> Occupant protection plan.</li> <li><input type="checkbox"/> A detailed, written description of the abatement, to include: <ul style="list-style-type: none"> <li>➤ Methods used;</li> <li>➤ Locations of rooms; and/or</li> <li>➤ Components where abatement occurred, the reason for selecting particular abatement methods for each component, and any suggested monitoring of encapsulants or enclosures.</li> </ul> </li> </ul>

**EXHIBIT H**

**FORM FOR TRACKING DWELLING UNITS AND HOUSEHOLDS**

**CITY OF COSTA MESA, AS GRANTEE,  
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM**

ADDRESS OF ASSISTED UNIT	HOUSE-HOLD SIZE	HOUSE-HOLD INCOME	DATE OF OCCUPANCY BY ASSISTED HOUSEHOLD	DATE OF END OF OCCUPANCY BY ASSISTED HOUSEHOLD	STATUS OF LBP NOTICE COMPLIANCE	STATUS OF LBP EVALUATION, REDUCTION, AND CLEARANCE WORK/CONFIRMATION



**EXHIBIT I**  
**LBP INFORMATION SUMMARY**

## **LBP INFORMATION SUMMARY**

1. ZERO/0 BEDROOM < (LESS THAN) 100 DAYS IN UNIT; ASSISTANCE IN HOMELESS SHELTER
  - STATUS: EXEMPT TITLE X
2. ZERO/0 BEDROOM > (MORE THAN) 100 DAYS IN UNIT
  - STATUS: OPEN ISSUE UNDER LBP REGS
  - ZERO/0 BEDROOM > (MORE THAN) 100 DAYS ASSISTANCE IN HOMELESS SHELTER
  - STATUS: OPEN ISSUE UNDER LBP REGS
  - SEE SUBPART K
  - CLEARANCE OF UNIT(S) WILL BE REQUIRED BY CITY FOR ALL HOUSING UNITS (EVEN ZERO BEDROOM) FOR WHICH OCCUPANCY OCCURS BY ASSISTED HOUSEHOLD FOR MORE THAN 100 DAYS, PENDING FURTHER INTERPRETATION/GUIDANCE FROM HUD
3. ONE OR MORE (1+) BEDROOMS OCCUPANCY < 100 DAYS IN RESIDENTIAL UNIT AND/OR OCCUPANCY IN HOMELESS SHELTER
  - EXEMPT TITLE X
4. 1+ BEDROOMS > 100 DAYS IN RESIDENTIAL UNIT
  - STATUS: SAME AS #2 ABOVE; CLEARANCE REQUIRED
  - SEE SUBPART K
5. EMERGENCY RENTAL ASSISTANCE < 100 DAYS
  - EXEMPT TITLE X
6. EMERGENCY RENTAL ASSISTANCE > TO HOUSEHOLD TO BE OCCUPANCY IN RESIDENTIAL UNIT FOR MORE THAN 100 DAYS (SUCH AS LONG TERM LEASE SIGNED AT TIME OF EMERGENCY ASSISTANCE)
  - CLEARANCE BEFORE ANY MONEY DISBURSED;  
LBP COMPLIANCE: NOTIFICATION, EVALUATION, REDUCTION THROUGH CLEARANCE REQUIRED BEFORE OCCUPANCY OF UNIT

- MAY BE CONSIDERED TENANT BASED RENTAL ASSISTANCE (TBRA); THUS HQS INSPECTION AND SUBPART M MAY APPLY
  - SEE SUBPARTS K AND M
  - PENDING HUD GUIDANCE
7. TBRA < 100 DAYS
- EXEMPT TITLE X
8. TBRA > 100 DAYS OF HOME ASSISTANCE (SUCH AS WHEN TENANT ENTERS INTO LONG TERM LEASE)
- SEE SUBPART M
  - CLEARANCE BEFORE ANY MONEY DISBURSED;  
LBP COMPLIANCE: NOTIFICATION, EVALUATION, REDUCTION THROUGH CLEARANCE REQUIRED BEFORE OCCUPANCY OF UNIT
  - HQS INSPECTION REQUIRED BEFORE OCCUPANCY
  - CLEARANCE BEFORE ANY MONEY DISBURSED
9. TBRA < 100 DAYS – TENANT ENTERS INTO LONG TERM LEASE, CITY GIVES LESS THAN 100 DAYS OF ASSISTANCE.
- EXEMPT TITLE X

**[See HUD Interpretative Guidance: Online: Questions M4, K7, K4, for discussion]**